

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Eric McClendon,
Sheryleita McClendon, and
Myrtle Fragier,

Civil No. 05-2905 (MJD/AJB)

Plaintiffs,

**ANSWER OF WELLS FARGO
FINANCIAL ACCEPTANCE, INC.**

vs.

Wells Fargo Financial Acceptance, Inc.,
and Repossessors, Inc.,

Defendants.

Defendant Wells Fargo Financial Acceptance Minnesota, Inc. (“Wells Fargo”),
misnamed “Wells Fargo Financial Acceptance” in the caption, for its Answer to Plaintiff’s
Complaint dated December 14, 2005, states as follows:

1. Except as expressly admitted or qualified hereafter, Wells Fargo denies each
and every allegation of the Complaint.

GENERAL ALLEGATIONS.

2. With respect to the allegations set forth in paragraph 1 of the Complaint, Wells
Fargo admits only that Plaintiffs purport to bring claims and seek remedies against Wells
Fargo under various theories of law but denies both the validity of the claims and that
Plaintiffs are entitled to any such remedies.

3. Wells Fargo admits the allegations set forth in paragraph 2 of the Complaint.

4. Wells Fargo lacks information regarding the truth of the allegations in
paragraphs 3, 4, and 5 of the Complaint, and therefore denies those allegations.

5. Wells Fargo denies the allegations set forth in paragraph 6 of the Complaint.

6. Wells Fargo lacks information regarding the truth of the allegations in paragraph 7 of the Complaint, and therefore denies those allegations.

7. Wells Fargo admits the allegation set forth in paragraph 8 of the Complaint.

8. Wells Fargo admits the allegation set forth in paragraph 9 of the Complaint.

9. Wells Fargo denies the allegations in paragraph 10 of the Complaint.

10. Wells Fargo admits the allegations set forth in paragraphs 11, 12, and 13 of the Complaint.

11. Wells Fargo denies the allegations set forth in paragraph 14 of the Complaint.

12. Wells Fargo lacks information regarding the truth of the allegations in paragraph 15 of the Complaint, and therefore denies those allegations.

13. Wells Fargo denies the allegations in paragraphs 16 and 17 of the Complaint.

14. Wells Fargo lacks information regarding the truth of the allegations in paragraphs 18, 19, and 20 of the Complaint, and therefore denies those allegations.

15. Wells Fargo denies the allegations set forth in paragraph 20 of the Complaint to the extent those allegations relate to Wells Fargo. Wells Fargo lacks information regarding the truth of the allegations in paragraph 21 of the Complaint to the extent that those allegations do not relate to Wells Fargo, and therefore denies those allegations.

16. Wells Fargo denies the allegations in paragraph 22 of the Complaint.

17. With respect to the allegations set forth in paragraph 23, Wells Fargo restates and realleges its answers to paragraphs 1 through 27 of the Complaint.

18. Wells Fargo denies the allegations set forth in paragraphs 24 through 29 of the Complaint (inclusive).

19. With respect to the allegations set forth in paragraph 30 of the Complaint, Wells Fargo restates and realleges its answers to paragraphs 1 through 33 of the Complaint.

20. Wells Fargo denies the allegations set forth in paragraphs 31 and 32 of the Complaint.

21. With respect to the allegations set forth in paragraph 33 of the Complaint, Wells Fargo restates and realleges its answers to paragraphs 1 through 36 of the Complaint.

22. Wells Fargo denies the allegations set forth in paragraphs 34 and 35 of the Complaint.

AFFIRMATIVE DEFENSES.

1. The Complaint fails, in whole or in part, to state a claim upon which relief may be granted.

2. One or more of the plaintiffs lacks standing to pursue his or her claims.

3. Plaintiff's claims are barred by the doctrines of waiver and estoppel.

WHEREFORE, Defendant Wells Fargo Financial Acceptance Minnesota, Inc., respectfully asks that the Court: (1) dismiss all of the plaintiffs claims against it with prejudice and on the merits; (2) award Wells Fargo all costs, disbursements, and reasonable attorney's fees allowed by law; and (3) grant Wells Fargo any other relief to which it may be entitled.

Dated: January 5, 2006

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